Exhibit 2

lm

RESOLUTION

Re: Authorizing Approval of Professional Services For Design Engineering Services Agreement

WHEREAS, the Public Works Committee requested proposals for design engineering study services for required engineering and environmental studies for the portion of Arsenal Road Bridge over BNSF Railroad and Jackson Creek, Section 00-00117-19-GS.

NOW THEREFORE BE IT RESOLVED, that the County of Will enter into an agreement for design Engineering services with TranSystems Corporation, 1051 Perimeter Drive, Suite 1025, Schaumburg, Illinois 60173 for design of Arsenal Road Bridge over BNSF Railroad and Jackson Creek, Section 00-00117-19-GS; and

BE IT FURTHER RESOLVED, that the compensation for the design engineering services be according to the actual design costs all subject to an upper limit of compensation of \$366,789.00 as listed in the agreement, Section 00-00117-19-GS.

WHEREAS, the Public Works Committee requested proposals for design engineering study services for required engineering and environmental studies for the portion of Arsenal Road – I-55 to Baseline Road in Channahon and Jackson Townships, Section 00-00117-12-RP.

NOW THEREFORE BE IT RESOLVED, that the County of Will enter into an agreement for design Engineering services with TranSystems Corporation, 1051 Perimeter Drive, Suite 1025, Schaumburg, Illinois 60173 for design of Arsenal Road – I-55 to Baseline Road, Section 00-00117-12-RP; and

BE IT FURTHER RESOLVED, that the compensation for the design engineering services be according to the actual design costs all subject to an upper limit of compensation of \$413,161.00 as listed in the agreement Section 00-00117-12-RP.

WHEREAS, the Public Works Committee requested proposals for design engineering study services for required engineering and environmental studies for the portion of Manhattan Road, Baseline Road to Illinois Route 53, Section 00-00117-13-FP.

NOW THEREFORE BE IT RESOLVED, that the County of Will enter into an agreement for design Engineering services with TranSystems Corporation, 1051 Perimeter Drive, Suite 1025, Schaumburg, Illinois 60173 for design of Manhattan Road, Baseline Road to Illinois Route 53, Section 00-00117-13-FP; and

BE IT FURTHER RESOLVED, that the compensation for the design engineering services be according to the actual design costs all subject to an upper limit of compensation of \$199,071.00 as listed in the agreement, Section 00-00117-13-FP.

WHEREAS, the Public Works Committee requested proposals for design engineering study services for required engineering and environmental studies for the portion of Baseline Road, Manhattan-Arsenal Road to South Industrial Park Drive, Section 00-00117-17-RP.

NOW THEREFORE BE IT RESOLVED, that the County of Will enter into an agreement for design Engineering services with TranSystems Corporation, 1051 Perimeter Drive, Suite 1025, Schaumburg, Illinois 60173 for design of Baseline Road, Manhattan-Arsenal Road to South Industrial Park Drive, Section 00-00117-17-RP; and

BE IT FURTHER RESOLVED, that the compensation for the design engineering services be according to the actual design costs all subject to an upper limit of compensation of \$514,855.00 as listed in the agreement, Section 00-00117-17-RP.

WHEREAS, the Public Works Committee requested proposals for design engineering study services for required engineering and environmental studies for the portion of East Access Road, Baseline Road to Illinois Route 53, Section 00-00117-18-FP.

NOW THEREFORE BE IT RESOLVED, that the County of Will enter into an agreement for design Engineering services with TranSystems Corporation, 1051 Perimeter Drive, Suite 1025, Schaumburg, Illinois 60173 for design of East Access Road, Baseline Road to Illinois Route 53, Section 00-00117-18-FP; and

BE IT FURTHER RESOLVED, that the compensation for the design engineering services be according to the actual design costs all subject to an upper limit of compensation of \$263,017.00 as listed in the agreement, Section 00-00117-18-FP.

BE IT FURTHER RESOLVED, that the compensation for the design engineering services for all of the above listed sections all subject to an upper limit of compensation of \$1,756,893.00 as listed in the agreement for the proposed improvement.

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk of Will County are hereby authorized to execute said agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Joliet, in said County this 16th day of November ______, 2000.

Charles R. Adelman County Executive

(SEAL)

Jan/Gould County Clerk

VOTE:

Yes 27
No 0
Pass 0

		0	W	c	TranSystems Corporation		
County Will Count		C A	Preliminary Engineering	0 N	1051 Perimeter Dr., Suite 1025		
Township)	L.	Services Agreement For	S	City Schaumburg		
Section See Exhib	oit A	A A G	Motor Fuel Tax Funds	L T	State		
Project No	D.	EN		A N	Zip Code 60173-5058		
Job No.		C		T	Existing Structure No.		
THIS AGREEMENT is made and entered into this							
			Section Description)			
Name <u>S</u>	ee Exhibit A		Route		Length Mi.		
Termini							
Description: See Exhibit A for Section and Project Descriptions and Exhibit B for Location Map.							
		٠,	Agreement Provision	5			
The Engln	eer Agrees,				**************************************		
 To Perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement here in before described, and checked below: 							
a.(X)	Make such detailed surve	ys e	as are necessary for the prepar	atic	on of detailed roadway plans.		
b.(X)	b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.						
c. (X) Make or cause to be made such soil surveys or subsurface Investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvements. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.							

- d. (X) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. (X) Prepare Army corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
- f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types), and high water effects on roadway overflows and bridge approaches.
- g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost of reproduction.

Note: Four copies to be submitted to District Engineer.

•	,	easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
i. (X	()	Assist the LA in the tabulation and interpretation of the contractor's proposals.
j. ()	Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads and Streets.
k. ()	Prepare a Project Development Report when required by the DEPARTMENT.
will b	e i	reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and

- k
- 2. T the DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1l, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. (X) Cost plus fixed fee with an upper limit of compensation of \$1,756,893 for the proposed improvement as approved by the DEPARTMENT based on the following schedule: See Exhibit D

Schedule for Percentages Based on Awarded Contract Cost

Awarded		Percentage Fees	
Under	\$50,000		(see note)
			%
			%
r			%
			%
			%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To Pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of The ENGINEER AGREES at actual cost of performing such work plus <u>186.42</u> percent to cover profit, overhead and readiness to serve – "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k. If the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate wit the work performed.

- 3. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES – to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus <u>0</u> percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined a s in paragraph 2 of THE LA AGREES.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 186.42 percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design and hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered a an original by their duly authorized officers.							
Executed by the LA:	County of Will Municipality/Township/County)	of the					
ByCountyClerk (SEAL)	State of Illinois, acting by and through its Will County Board By Carl County Title: County Executive						
Executed by the ENGINEER: ATTEST: By Title: Vice President	TranSystems Corporation 1051 Perimeter Drive, Suite 1025 Schaumburg, IL 60173-5058 By Morsch Title: Vice President						

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EXHIBIT A

Project Description

EXHIBIT A

Joliet Arsenal Site Development Will County, Illinois

Project Description County Highway Improvements

October 2000

The following is a summary of the scope of engineering and construction items on the five (5) projects where the Will County Highway Department is responsible for the design efforts. All plans will be done in MFT format using English units. Refer to the attached August 3, 2000 letter from IDOT for a description of the projects. All improvements will include the design and construction of storm services (urban section), ditches and culverts (rural section), earthwork, detention ponds, pavement markings, signing, seeding, and associated roadway work. Mainline street lighting, water main, and sanitary sewer improvements have not been included in the scope.

Project 1A Arsenal Road (C.H. 17)

Section 00-00117-12-RP I-55 to Baseline (Roadway)

Length: 10,045 feet

Phase II Engineering Services will be provided for the preparation of Contract Plans, Special Provisions, and Cost Estimates for the reconstruction and widening of Arsenal Road to four lanes. Signal improvements will be reviewed at the Mobil entrance and the Baseline Road intersection. Intersection improvements will also be performed at Millsdale Road. Traffic will be maintained during construction for one (1) lane in each direction except during short periods of time.

Project 1B Arsenal Road

Section 00-00117-19-GS

Bridge over BNSF Railroad and Jackson Creek

Length: 2,300 feet

Phase II Engineering Services will be provided for the reconstruction of the Arsenal Road Bridge over the BNSF Railroad and Jackson Creek to four lanes Traffic will be maintained during construction for one (1) lane in each direction except during short periods of time.

EXHIBIT A (Continued)

Joliet Arsenal Site Development Will County, Illinois

Project Description County Highway Improvements

October 2000

Project 2

Baseline Road

Section 00-00117-17-RP

Arsenal/Manhattan Road to South Industrial Park Drive

Length: 7,810 feet

Phase II Engineering Services will be provided for the reconstruction of Arsenal Road as detailed in the following three segments:

South Industrial Park Road to East Access Road (7,800 ft.) East Access Road to Drummond Road (3,000 ft.)

Drummond Road to Arsenal Road (5,300 ft.)

·Two-lane roadway
Two-lane roadway

Four lane roadway including a bridge over Jackson Creek.

It is anticipated that this project will be constructed in two contracts: South Industrial Park Road to Drummond Road and Drummond Road to Arsenal Road. Traffic will be detoured during most construction operations due to the existing low traffic volume.

Project 3

East Access Road

Section 00-00117-18-FP

Baseline Road to Illinois Route 53

Length: 10,952 feet

Phase II Engineering Services will be provided for the construction of East Access Road to two (2) lanes. The project will also include a new at-grade railroad crossing for the Union Pacific Railroad and the extension of Chicago Avenue from its existing terminus to East Access Road. A new traffic signal installation will be provided at the East Access Road-Illinois Route 53 intersection.

Project 4

Manhattan Road

Section 00-00117-13-FP

Baseline Road to IL Route 53

Length: 11,000 feet

Phase II Engineering Services will be provided for the reconstruction of Manhattan Road from Baseline Road to Brandon Road (10,600 ft.) as a two lane roadway with reshaping of the existing shoulders, the redecking of the Manhattan Road bridge over Jackson Creek, the upgrading of the U.P. Railroad crossing protection and the modernization of the Illinois Route 53 traffic signals.

Illinois Department of Transportation

Office of the Secretary -- RECEIVED 2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597 00 AUG -9 PM 2: 12

- August 3, 2000

DEPT. OF HIGHWAYS

OO AUG - 7 PH 1:2

Honorable James Clementi Village President 201 Mississippi Street PO Box 435 Elwood, Illinois 60421 Mr. Charles Adelman County Board Chairman Will County 302 N. Chicago Street Joliet, Illinois 60433

Dear Village President Clementi and Mr. Adelman:

We are pleased to inform you that Governor George H. Ryan has asked the department to provide assistance in funding roadway-related infrastructure improvements for the proposed Joliet Arsenal intermodal and Industrial site. We understand that over the next five years, CenterPoint Properties and other industrial developers are expected to invest over \$1 billion and bring over 6,000 new jobs to Will County and the village of Elwood area. Funding will include 50 percent of eligible roadway engineering, contingencies and construction costs in an amount up to but not exceeding \$18,720,000 from the department's Economic Development Program (EDP). In addition, the department will contribute an estimated \$27 million for relocation and construction of the interchange of I-55 with Arsenal Road. The department's ability to participate in this project was made possible by Governor Ryan's Illinois FIRST Program.

Since September 1999, we have been a party to discussions with the Illinois Department of Commerce and Community Affairs, Joliet Arsenal Development Authority (JADA), CenterPoint's consultants, and Will County and Elwood officials. The objective of these discussions was to identify local sponsors and Issues regarding the construction timing and funding of improvements to which we will commit. Accordingly, this letter is meant to commit roadway funds and provide additional details regarding transportation access improvements associated with the proposed Joliet Arsenal Intermodal/industrial development as outlined below.

Arsenal Road (Will County)

The department will participate in reconstructing the roadway to four lanes with full shoulders and a 30-foot median from the I-55 interchange to Baseline Road for a length of 12,345 feet. The total IDOT funding commitment will be 50 percent of eligible costs up to a maximum of \$5,421,000. We understand that Will County will petition the Illinois Commerce Commission (ICC) for an estimated \$5,247,200 of eligible ICC funds for railroad grade crossing projects. We expect Will County to be the sponsor to design, construct and maintain this roadway segment.

Mr. Charles Adelman
August 3, 2000
Page 2

Baseline Road (Will County)

The department will participate in reconstructing the roadway to four lanes with curb and gutter roadway with a 6-foot flush median, including a bridge over Jackson Creek, from Arsenal Road to Drummond Road for a distance of 5,300 feet. Also, the department will assist in constructing a two-lane curb and gutter roadway with a 12-foot flush median from Drummond Road to East Access Road for a distance of 3,000 feet. The third section of construction will be a two-lane roadway with full shoulders from East Access Road to South Industrial Park Drive for a distance of 7,800 feet. The department will commit 50 percent of eligible costs up to \$5,159,000 to construct these three segments of Baseline Road and will expect Will County to be the sponsor to design and construct them. After construction, we expect Will County to maintain Baseline Road from Arsenal Road to the East Access Road within the industrial park area and the village of Elwood to maintain all of Baseline Road south of the East Access Road.

East Access Road with Chicago Ave. Railroad relocation (Will County)

The department will participate in constructing a two-lane curb and gutter roadway with a 12-foot flush median from Baseline Road to Center Industrial Park Drive for a distance of 4,700 feet. The second section shall be constructed as a two-lane roadway with full shoulders, including a new Union Pacific railroad grade crossing from Center Industrial Park Drive to a new, improved IL Route 63 Intersection for a total length of 5,900 feet. The department will commit 50 percent of eligible costs up to \$2,873,000 to construct these two segments of East Access Road. We expect Will County will be the sponsor to design, construct and maintain this roadway and will petition the ICC to relocate the Chicago Avenue/Union Pacific railroad grade crossing.

Manhattan Road (Will County)

The department will participate in reconstructing a two-lane roadway and reshaping the existing shoulders from Baseline Road to Brandon Road for a distance of 10,600 feet. Also included is the reconstruction of a new bridge deck over Jackson Creek, upgrading the Union Pacific railroad crossing protection, and modernizing the traffic signals at the IL Route 53 intersection. The department will commit 50 percent of eligible costs up to \$1,665,000 to construct these segments of Manhattan Road. The purpose of this improvement is to provide alternate access for the intermodal site until other important site access roadways are constructed. We expect Will County to be the sponsor to design, construct and maintain this roadway segment and to petition the ICC for grade crossing protection funds.

Mr. Charles Adelman
August 3, 2000
Page 3

Drummond Road (village of Elwood)

The department will participate in constructing a two-lane curb and gutter roadway with a 12-foot flush median from Baseline Road to a new Center Industrial Park Drive for a length of 4,140 feet. We will provide a total EDP commitment of 50 percent of eligible costs up to \$1,110,000. Construction of this road will not begin until CenterPoint Properties provides documents of additional committed industrial jobs sufficient to justify this investment. We expect the village of Elwood to design construct and maintain this roadway segment.

Center Industrial Park Drive (village of Elwood)

The department will participate in constructing a two-lane curb and gutter roadway with a 12-foot flush median from Drummond Road to the new East Access Road for a length of 2,885 feet. The department will commit 50 percent of eligible costs up to \$746,000. Construction of this road will not begin until CenterPoint Properties provides documentation of additional committed industrial jobs sufficient to justify this investment. We expect the village of Elwood to design, construct and maintain this roadway segment.

Main Street / Mississippi Avenue connector (village of Elwood)

The department will participate in constructing 2,400 feet of a two-lane roadway with full shoulders within the village of Elwood. Also, we will assist with the reconstruction of 3,500 feet of a two-lane curb and gutter roadway with a 12-foot center median in the Elwood business district. This segment of Main/Mississippi Avenue from Drummond Road to a new, improved IL Route 53 intersection will include the Union Pacific railroad grade protection. The department will commit 50 percent of eligible costs up to \$1,746,000 to construct these segments of Main Street and Mississippi Avenue. This improvement is meant to provide alternate access until the primary intermodal site access roadways are constructed. The village of Elwood is expected to sponsor the design, construction and maintenance of this roadway segment and petition the ICC for grade crossing protection funds.

1-55/Arsenal Road Interchange Relocation (State and Will County)

The I-55/Arsenal Road Interchange will need to be relocated to provide adequate traffic capacity for both Arsenal Road and Interstate 55. Due to the department's current work and the need to expedite the design and construction of this Interchange relocation, we understand that Will County agrees to sponsor and provide \$1,000,000 for the preliminary and design engineering consultant contracts. The department will include this project estimated to cost \$27 million in its multi-year program and will fund 100 percent of the remaining engineering, land acquisition, and construction cost.

monorable James Clementi Mr. Charles Adelman August 3, 2000 Page 4

Recapture Provisions

The department's commitments for Arsenal Road, Baseline Road, and Manhattan Road necessary for adequate access to the intermodal facility, up to the maximum amounts specified above, will be subject to recapture provisions in the event of non-performance by the developer or its client. The developer and client have represented that the intermodal facility as proposed will result in a total capital investment of at least \$135 million by the day of opening and will cause the creation of 250 direct new jobs within 18 months of the day of opening. The department presumes that Will County concurs in this representation by virtue of its request for assistance from the department. Therefore, in the event of non-performance by the developer or its clients, the department, at its discretion, may seek to recapture expended funds up to a maximum amount of \$12.245 million from the county. This provision will be included in any state/local agreements executed between the department and Will County concerning funding participation by the department in the roadway improvements specified herein.

Notwithstanding the recapture provisions above, all commitments in this letter are contingent on the intermodal center locating at this site and leading to investments and industrial job opportunities consistent with those identified at the beginning of this letter. Any substantial modifications to or changes to the industrial job base at the location of this facility, or the failure of the intermodal facility to be built at this site will cause our commitment to be reevaluated. All proposed traffic signals must meet warrants for the 30th maximum hour year of opening to be eligible for funding assistance. Please note that any necessary land acquisition, sidewalks, landscaping, lighting or building demolition to construct these roadways will be the responsibility of the developer or appropriate local agency. Our district office in Schaumburg will contact you to formulate state/local joint agreements. Please note that any agreements must be fully executed prior to advertisement of these projects for construction.

In conclusion, we appreciate your cooperation and patience while details regarding our commitment are concluded. I wish to emphasize our continuing commitment to work as a supportive partner with CenterPoint Properties, JADA, Will County and the village of Elwood in making this development a reality.

Sincerely,

Kirk Brown Secretary

Michael E. Mullen, CenterPoint Properties
 Walter Strawn, JADA Chalman
 Sheldon Latz, Will County Engineer

Edward Graham, Elwood Allomer

EXHIBIT B

Location Map

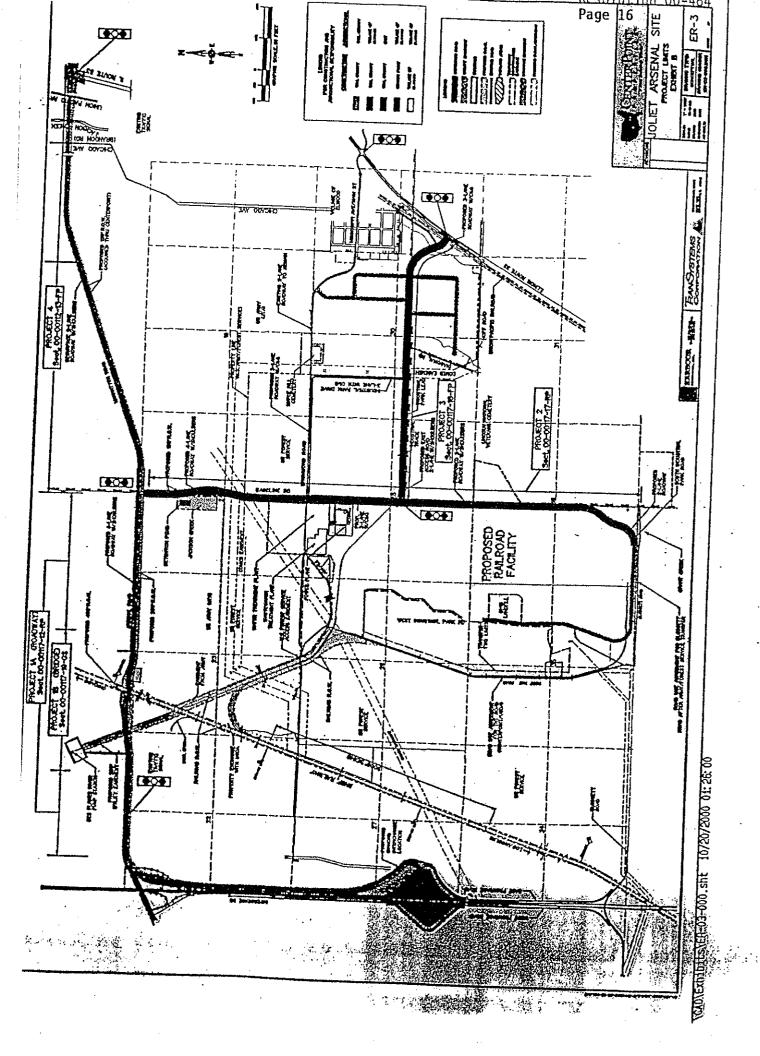


EXHIBIT C

Scope of Engineering Services

Joliet Arsenal Site Development County Highway Improvements Arsenal Road, Baseline Road, East Access Road and Manhattan Road Will County Highway Department

This Scope of Engineering Services is provided as the basis for each of the four (4) roadways identified above. The detailed coordination elements, preliminary analysis, permits and sheet counts are presented in the Manhour Summary Form for each of the roadway segments. This scope includes only work initiated after October 1, 2000.

1. Project Coordination and Data Collection

- a. Preliminary conference with the County, IDOT and CenterPoint staffs to discuss goals, objectives, and schedule of the project.
- b. Obtain existing roadway and bridge plans, right-of-way data, development plans, existing condition surveys, FIS and FIRM maps, and utility atlases.
- c. Meet and coordinate with the County throughout the project duration.
- d. Meet and coordinate with the Village of Elwood throughout the project duration.
- e. Meet and coordinate with adjacent property owners to discuss improvement plans, project schedule and various impacts.
- f. Meet and coordinate with the Illinois Commerce Commission (ICC) and railroads regarding proposed grade separation and existing and proposed at-grade crossings.
- g. Coordinate with utility companies regarding utility relocations. Plans to be submitted to utility companies at the preliminary, pre-final, and final submittals. In addition, meet with utility companies regarding utility relocations prior to construction letting.

2. Field Survey and Mapping

- a. Conduct full or supplemental topographic survey in English units including establishment of horizontal and vertical controls. The need for a full or supplemental survey is identified in each roadway or bridge section. The topographic survey shall include cross sections at 100-foot increments, driveway grades, drainage culverts and right-of-way verification.
- b. Establish existing horizontal alignment. Establish existing PC, PT, PI, and POT control points. Benchmarks to be located at maximum 1,000-foot intervals.





Joliet Arsenal Site Development County Highway Improvements Arsenal Road, Baseline Road, East Access Road and Manhattan Road Will County Highway Department

- c. Conduct tree survey of all trees within existing and proposed right-of-way, as required, including type, size, location, and condition.
- d. Conduct survey of soil boring locations.
- e. Conduct supplemental stream survey along Jackson Creek 1000' upstream and downstream of Arsenal Road and Baseline Road, including cross sections at 500 foot increments and invert elevations at 50 foot increments. Stream survey along Jackson Creek at Manhattan Road shall be limited to 200 feet upstream and downstream of the structure.
- f. Download topographic survey and cross sections into GeoPak and MicroStation for use in planning and design. Plot survey at 1"=50 plan, 1"=5' vertical profile, 1"=5' horizontal cross section, and 1"=5' vertical cross section.
 - g. Obtain aerial photography for use in preliminary design studies.

3. Soils Investigation

- a. Conduct pavement and soils investigations to identify pavement condition, soils stability, and subgrade conditions, as required. Soil borings will be taken at 300-foot spacings. Four pavement cores will be conducted.
- b. Conduct structure borings for bridges and box culverts, as required.
- c. Prepare a soils investigation report with soil boring profiles and logs meeting County and IDOT guidelines.

4. <u>Preliminary Design Studies</u>

- a. Identify existing roadway alignments and existing right-of-ways.
- b. Analyze alternative roadway alignments for Arsenal Road, Baseline Road and East Access Road to minimize right-of-way impacts.
- c. Prepare proposed roadway profiles to meet design speed and to provide positive roadway drainage.

Exhibit A Page 2



Joliet Arsenal Site Development County Highway Improvements Arsenal Road, Baseline Road, East Access Road and Manhattan Road Will County Highway Department

- d. Prepare and submit preliminary roadway plan and cross sections to identify full roadway geometrics, preferred centerline alignment, and right-of-way and easement requirements.
- e. Meet with the County to discuss design alternatives and select the preferred improvement plan.
- f. Determine pavement designs based on County standards and recommendations from soils report.
- g. Analyze maintenance of traffic and determine preliminary maintenance of traffic design.
- h. Coordinate with County and CATS to obtain design hour and projected average daily traffic concurrence.
- i. Conduct capacity analysis and traffic signal warrant analysis intersections identified in the Manhour Summary Forms.
- j. Prepare Intersection Design Studies based on results of capacity analysis.
- k. Prepare Bridge Condition Report, Type, Size and Location Plan; and Preliminary Bridge and Hydraulic Report for each bridge and major culvert.
- 1. Petition the ICC for proposed grade separations and at-grade crossings.

5. Preliminary Drainage and Hydraulic Studies

- a. Identify existing drainage conditions, drainage boundaries, localized drainage conditions, and outfall constraints.
- b. Review local and County stormwater management ordinances and develop preliminary proposed drainage concepts.
- c. Prepare hydraulic calculations for proposed bridges and major culverts for submittal to Will County.
- d. Identify detention and compensatory storage requirements to meet Will County requirements.

Exhibit A
Page 3:

TEANS/STEVS

Joliet Arsenal Site Development County Highway Improvements
Arsenal Road, Baseline Road, East Access Road and Manhattan Road
Will County Highway Department

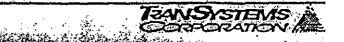
- e. Identify right-of-way and easement requirements based on drainage and hydraulic needs.
- f. Identify potential utility conflicts.

6. Right-of-Way Services

- a. Finalize right-of-way and easement requirements based on horizontal and vertical design and drainage studies.
- b. Identify impacted parcels.
- c. Prepare Plat of Highways and Legal Descriptions for parcels indicated in the Manhour Summary Forms. The Consultant will be responsible for ordering the title reports for the project.
- d. Coordinate with the County on the acquisition of the right-of-way and easements. The County will be responsible for the appraisals, review appraisals, negotiations, and agreements.

7. Environmental Studies and Permitting

- a. Based on site assessment survey, prepare Environmental Survey Request Form to obtain biological, cultural, archaeological, hazardous waste, and borrow/use review and sign-off of the project area.
- b. Perform a full photographic survey of the project area.
- c. Prepare the following permits:
 - 1. Army Corps of Engineers Section 404 permit
 - 2. Illinois Environmental Protection Agency 401 Water Quality permit
 - 3. Illinois Department of National Resources Office of Water Resources permit.
 - 4. NPDES permit
- f. Prepare preliminary Will County Stormwater Ordinance (WDO) permit application including narrative and exhibits. Prepare permits for the following:



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- 1. Modifying watercourse draining 20 or more acres
- 2. Any part of improvement that is in a floodplain
- 3. Increase in impervious area for 1.5 acres / mile
- 4. Disturbing a total of 1 acre or more of wetland
- g. Prepare revised permit application based on comments received from Will County. Submit final permit application to Will County.
- h. All permit fees will be paid by the County.

8. Preliminary Contract Plans and Documents

- a. It is anticipated that six (6) sets of Contract Plans and Documents will be prepared for this project as listed below:
 - 1. Arsenal Road Bridge and Approaches over Jackson Creek and the BNSF Railroad.
 - 2. Arsenal Road from I-55 to Baseline Road.
 - 3. Baseline Road from Arsenal Road to East Access Road.
 - 4. Baseline Road from East Access Road to South Industrial Park Drive.
 - 5. East Access Road from Baseline Road to Illinois Route 53.
 - 6. Manhattan Road from Baseline Road to Illinois Route 53.

Each of the plan sets will be prepared in Motor Fuel Tax (MFT) format and approved by the County. Each contract will be advertised and let for construction by the County following IDOT approval. The anticipated sheet counts are listed in the Manhour Summary Form for each roadway.

- b. Prepare summary of quantities, estimate of construction cost, estimate of construction time, and construction schedule.
- c. Prepare special provisions, supplemental specifications, and check sheets of recurring special provisions.
- d. Submit preliminary plans and specifications to the County, Village of Elwood, IDOT, CenterPoint, BNSF, USFS, and utility companies for review.



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9. Pre-final Contract Plans and Documents

- a. Based on preliminary review comments received, prepare pre-final contract plans.
- b. Update summary of quantities, estimate of construction cost, estimate of construction time, and construction schedule.
- c. Update special provisions, supplemental specifications, and check sheets of recurring special provisions.
- d. Submit pre-final plans and specifications to County, Village of Elwood, IDOT, CenterPoint, BNSF, USFS, and utility companies for review.
- e. Meet with utility companies to identify utility relocations and impacts.

10. Final Contract Plans and Documents

- a. Based on pre-final review comments received, prepare final contract plans.
- b. Prepare final summary of quantities, estimate of construction cost, estimate of construction time, and construction schedule.
- c. Prepare final special provisions, supplemental specifications, and check sheets of recurring special provisions.
- d. Submit final plans and specifications to County, Village of Elwood, IDOT, CenterPoint, BNSF, USFS, and utility companies for review.
- e. Submit final mylars and specifications to the County for project letting. The County will be responsible for printing of plans and special provisions.
- f. Meet with utility companies to identify schedule for relocations.

